

**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA  
March 28, 2024  
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION  
CITY OF LONG BEACH, MISSISSIPPI  
5:30 O'CLOCK P.M.  
LONG BEACH CITY HALL  
MEETING ROOM  
201 JEFF DAVIS AVENUE**

- I. CALL TO ORDER**
- II. ROLL CALL AND ESTABLISH QUORUM**
- III. PUBLIC HEARINGS**
  - 1. Variance- 4095 Beatline Road, Tax Parcel 0512F-01-024.000, Submitted by Ronald Jefferson.
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
  - 1. March 14, 2024
- VI. UNFINISHED BUSINESS**
  - 1. Short-Term Rental- 605 South Nicholson Avenue, Tax Parcel 0612A-01-072.000, Submitted by Bobby Wayne Mooney (owner) and Darryl Mitchell (property manager).
- VII. NEW BUSINESS**
  - 1. Tree Removal- 15 Oakmont Place, Tax Parcel 0611N-01-046.017, Submitted by William F. Taylor.
  - 2. Tree Removal- 528 East Railroad Street, Tax Parcel 0611P-01-046.017, Submitted by Rebecca Dickensauge.
  - 3. Tree Removal- 1216 7<sup>th</sup> Street, Tax Parcel 0711M-02-011.000, Submitted by Dennis Stephan.
- VIII. DEVELOPMENT & RESEARCH**
- IX. ADJOURN**

**\*\*\*NOTES\*\*\***

**\*\*All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on April 2, 2024.**

**\*\*The agenda for the Planning Commission meeting closes at 12:00 O'clock (noon), and/or in accordance with applicable ordinances, the Thursday prior to the meeting day.**

**MINUTES OF MARCH 28, 2024  
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Commissioner David DiLorenzo read the opening statement for the Planning and Development Commission.

\*\*\*\*\*

Be it remembered that a public hearing before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 28<sup>th</sup> of March 2024, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said public hearing.

There were present and in attendance on said Commission and at the public hearing the following named persons: Commission Chairman Frank Olaivar, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, and Ryan McMahon, City Advisor Bill Hessell, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearing were Vice Chairman Shawn Barlow, Commissioners Trey Gaddy, Jennifer Glenn and Marcia Kruse.

There being a quorum present and sufficient to transact the business of this public hearing, the following proceedings were had and done.

\*\*\*\*\*

The public hearing to consider a variance request for property located at 4095 Beatline Road, Tax Parcel 0512F-01-024.000, submitted by Ronald Jefferson, as follows:

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CITY OF LONG BEACH  
201 Jeff Davis Avenue/ PO BOX 929  
Long Beach, MS 39560  
(228) 863-1554 office  
(228) 863-1558 fax

Office use only  
Date Received 3/1/24  
Zoning C-3  
Agenda Date 3/28/24  
Check Number 022801221

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0512F-01-024.000
- II. Address of Property Involved: 4095 Beatline Rd.
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

My request is that my property be given a variance to allow a C-2 Business

**\*\*PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement?

all property in this C-3 zone has been given a variance for a C-2 Business - There is no need for C-3 business in this area.

- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request.

See attached

- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?

See attached

- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable.

See attached

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**IV. REQUIRED ATTACHMENTS:**

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. **Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. **Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

**\*\*\*NOTE\*\*\* APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.**

**V. OWNERSHIP AND CERTIFICATION:**

**READ BEFORE EXECUTING.** Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

**Ownership:** I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

Ronald Jefferson  
Name of Rightful Owner (PRINT)

\_\_\_\_\_  
Name of Agent (PRINT)

112 N. Ocean Wave Ave  
Owner's Mailing Address

\_\_\_\_\_  
Agent's Mailing Address

Long Beach, N.C. 39560  
City State Zip

\_\_\_\_\_  
City State Zip

228-332-0495  
Phone

\_\_\_\_\_  
Phone

Ronald Jefferson 3/2/24  
Signature of Rightful Owner Date

\_\_\_\_\_  
Signature of Applicant Date

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1-3

2/1/24

**TO: CITY OF LONG BEACH, MISSISSIPPI ZONING BOARD**

**FROM: RONALD JEFFERSON**

**DATE: FEBRUARY 25, 2024**

**SUBJECT: BRIEF HISTORY OF PROPERTY LOCATED AT 4095 BEATLINE ROAD, LONG BEACH, MS.**

IN 1978 I HAD A 2 1/2 STORY BUILDING ON THE PROPERTY, IN WHICH I LIVED AND OPERATED THREE BUSINESS'S. DUE TO AN ELECTRICAL FAILURE BROUGHT ON BY COAST ELECTRIC COMPANY, THE BUILDING BURNED WHILE THE CITY AND COUNTY FIRE DEPARTMENT STOOD BY ON BEATLINE ROAD, LONG BEACH, MISSISSIPPI WITHOUT PUMPING THE FIRST DROP OF WATER. AT TH'S PERIOD OF TIME I WAS ALSO DEMOLISHING THE HARRISON COUNTY COURT HOUSE IN GULFPORT, WHICH ALSO BURNED. I LOST ALL IN THE FIRE - NO INSURANCE. THIS PROPERTY REMAINED VACANT UNTIL I RETURNED IN 1983. WHEN THE CITY ANNEXED THE PROPERTY TO THE WEST, THE CITY LANDFILL WAS ON THE EAST SIDE.

UNDER THE GLENN MITCHELL AND WAYNE ONEAL ADMINISTRATION, THE CITY REMOVED 60,000 BRICKS TO THE CITY LANDFILL OFF 28<sup>TH</sup> STREET, GULFPORT, MISSISSIPPI AND USED THEM FOR THE ROADBED. THEY ALSO REMOVED SEVERAL TRUCKS AND MY 1958 CADILLAC, ALL ARE STILL AT THE LANDFILL.

I WAS ARRESTED FOR NOT FOLLOWING POLICE INSTRUCTIONS AND HAD A HEART ATTACK AT THE POLICE STATION AND ENDED UP IN THE HOSPITAL. AT TH'T PERIOD OF TIME THE CITY COULD SPEND UP TO \$10,000 TO ABADE THE NUSANCE. I PAID THE CITY \$10,000 LATER WITH THE HOPE OF BEING ABLE TO USE THE PROPERTY. I TRIED SEVERAL TIMES TO GET A BUILDING PERMIT TO NO AVAIL.

WHEN THE CITY CLOSED THE LANDFILL ON THE EAST SIDE OF THE ROAD, THE GOOD RESIDENTS OF THE CITY STARTED USING BOTH DRIVEWAYS ON MY PROPERTY AND THE WEST SIDE FOR DUMP. AFTER A PERIOD OF TIME, IT CREATED AND EYESORE, SO THE CITY DUG UP MY CONCRETE CULBERTS TO ABADE THE PROBLEM. ALL OF THIS WAS DONE IN MY ABSENCE, AS I WAS WORKING IN FLORIDA.

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IN 1983, WHEN I RETURNED TO MISSISSIPPI FROM FLORIDA WITH A STEEL BUILDING, WHICH I WAS GOING TO ERECT FOR A BUSINESS SCHOOL OF CONSTRUCTION TRADES INSTITUTE FOR DROP-OUTS, AGE 16 AND OLDER. I HAD TO SELL THE BUILDING IN SLIDELL AS I COULD NOT GET ON THE PROPERTY WITH THREE TRAILERS OF STEEL BEAMS.

IN 1985, I APPLIED FOR A BUILDING PERMIT TO CONSTRUCT A BUILDING FOR MY SCHOOL. A SCHOOL WAS ONLY ALLOWED IN AN INDUSTRIAL ZONE, SO I FIGURED THIS WOULD BE NO PROBLEM IN GETTING A PERMIT. I WAS WRONG. I COULD NOT GET A PERMIT TO BUILD A BUILDING, BUT I COULD CONTINUE TO USE THE PROPERTY AS A PREEXISTING INDUSTRIAL USE UNDER THE GRANDFATHER CLAUSE. THEREFORE, I DID THIS UNDER THE GRANDFATHER CLAUSE, UNDER THE GLENN RISHEL ADMINISTRATION, THROUGH MY ATTORNEY, PAT CHAMPAYNE. THE CITY AGREED TO INSTALL MY CULVERTS BACK LIKE THEY WERE BEFORE THE CITY REMOVED THEM TO ABATE THE PROBLEM THAT THE CITY CREATED IN THE FIRST PLACE, AND I WOULD LANDSCAPE THE SITE.

AS TIME WENT ON, I CONTINUED TO USE THE PROPERTY AS A PREEXISTING INDUSTRIAL USE UNTIL THE CITY ATTORNEY USING WHATEVER ILLEGAL MANIPULATIONS TO CONVINCED JUDGE WEST TEAL TO REMOVE MY PREEXISTING TO NEIGHBOR C-3. JUDGE WEST TEAL WENT TO JAIL SHORTLY THERE AFTER FOR OTHER JUDICIAL MISCONDUCT. I LATER PUT SOME SCHOOL BUSES ON THIS PROPERTY, WHICH BROUGHT ON A NEW BATTLE, SINCE I WAS DOWNGRADED TO A NEIGHBOR C-3.

AFTER MUCH BATTLING I REMOVED EVERYTHING FROM THE PROPERTY WITH THE EXCEPTION OF CONCRETE CULVERTS, WHICH I PLANNED TO USE SINCE THE CITY DID NOT DO AS THEY AGREED TO DO DURING RISCHEL ADMINISTRATION. JIM SIMPSON WAS THE CITY ATTORNEY AT THIS TIME AND BETWEEN HIM AND THE MAYOR THEY ENDED UP PUTTING ME IN JAIL FOR 11 DAYS, WHICH WAS BROUGHT ON BY JIM SIMPSON SHOWING JUDGE SANDY STECKLER PICTURES OF THE PROPERTY BACK WHEN I HAD LOTS OF STUFF ON IT. THE JUDGE USED THESE PICTURES TO MAKE HIS RULING OF PUTTING ME UNDER A \$50,000 CASH BOND OR BE JAILED. I HIRED MIKE HESTER AND SON TO GET ME RELEASED TO NO AVAIL. WHAT A JOKE.

I THEN I SECURED MICHAEL CROSBY TO GET ME RELEASED AND FILED SUIT AGAINST THE CITY. FOR WHATEVER REASON, HE NEVER FILED THE SUIT, WHICH COST \$10,000 TO GET RELEASED.

HERE I AM AGAIN, SEVERAL YEARS LATER, REQUESTING THAT MY PROPERTY ON 1095 BEATLINE ROAD, LONG BEACH, MISSISSIPPI BE GIVEN A VARIANCE TO USE THE PROPERTY AS A C-2 ZONE.

I AM LOOKING FORWARD TO A FAVORABLE OUTCOME.

THANK YOU.

RONALD JEFFERSON

# MINUTES OF MARCH 28, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

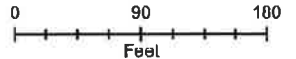
My Map



## HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY, TAX ASSESSOR.

MAP DATE: February 12, 2024



STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT **BOOK 1153 PAGE 451 ENTER**  
**SPECIAL WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Two Dollars (\$2.00), Cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, LANDMARK FINANCIAL SERVICES OF MISSISSIPPI, INC., a Mississippi Corporation, does hereby sell, convey and specially warrant unto RUSALD J. JEFFERSON, the following described property, together with any improvements situated thereon, being located in the county of Harrison, First Judicial District, State of Mississippi, more particularly described as follows, to wit:

- ✓ Lots 1 and 2, Block 16, CCK SUBDIVISION I, Section 6, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi; Less and Except all that part of the aforesaid Lot 1 lying North of the North line of the power line easement of Mississippi Power Company. Said easement of record in Book 585 page 461.

AND:

- ✓ Lots 26 through 30, inclusive, Block 7, BRAZELTON SUBDIVISION, a subdivision in Harrison County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

ALSO:

- ✓ Commence at the southeast corner of the Northwest 1/4 of Section 9, Township 8 South, Range 12 West, Harrison County, Mississippi, and thence run North 382 feet to a point; thence run West 176.5 feet to the point of beginning of the property herein described. From said point of beginning thence continue West 405.5 feet to an iron rod; thence run North 346.05 feet to a point situated on the South margin of Pecan Park Part VII Subdivision; thence run East 21.1 feet to a point; thence run North 65.57 feet to an iron rod; thence run East along the South margin of Lots 1 through 4, Pecan Park Part VII Subdivision, a distance of 385.5 feet to an iron rod; thence run South 357.39 feet back to the point of beginning. Said parcel contains 3.5 acres more or less.

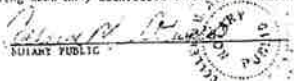
The above described property is subject to any restrictive covenants, mineral reservations and easements of record.

WITNESS our signature and seal, this the 15<sup>th</sup> day of March, 1992.

LANDMARK FINANCIAL SERVICES OF MISSISSIPPI, INC.  
A Mississippi Corporation  
BY: [Signature]  
ITS: Manager

STATE OF Mississippi  
COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of March, 1992, within my jurisdiction, the within named RUSALD J. JEFFERSON who acknowledged that he is Manager of LANDMARK FINANCIAL SERVICES OF MISSISSIPPI, INC., a Mississippi Corporation, and that for and on behalf of said corporation, and as its act and deed he signed, sealed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



My Commission Expires:                       
By Certificate Expires October 27 1997.

Grantor address: 4095 Beauline Rd., Long Beach, MS 39560 (501) 863 4912  
Grantor address: 4095 Beauline Rd., Long Beach, MS 39560 (601) 868-8679

STATEMENT OF FEES	
Total Page	\$2.00
Ad. Page at \$1.00	-
Administrative Fee	3.00
Map Tax	-
State Tax	-
Total Fee	5.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:  
I hereby certify that this instrument was received and filed for record at 8 o'clock  
and 50 minutes A.M. on 15<sup>th</sup> day of March, A.D. 1992  
and recorded March 5, 1992 in Records of Deeds  
Book 1153 Page 451  
G.N. CRIBB, Chancery Clerk  
By [Signature], D.C.

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The clerk reported that seven (7) notices of public hearing were sent by regular mail, to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Department, and the Water Department, 201 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



**LEGAL NOTICE  
PUBLIC HEARING**

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Hearing for the purpose of considering a Variance.

Ronald Jefferson, 112 North Ocean Wave Avenue, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting "that my property be given a variance to allow a C-2 business". The city's Official Zoning Map dated February 2019, states the referenced property is located in a C-3 Zone (Neighborhood Commercial). The location of the request is 4095 Beatline Road, Tax Parcel 0512F-D1-024.000. The legal descriptions are as follows:

LOT 2 BLK 16 COX SUBD SEC 16-8-12

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, March 28, 2024, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning and Development Commission

201 Jeff Davis • PO Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822  
www.cityoflongbeachms.com



Owen Joe Sam  
PO Box 673  
Gulfport, MS 39502



Desorte Diane D  
4151 Beatline Road  
Long Beach, MS 39560



Lutenbacher Yvonne F -L/E-  
1036 Bridgewater Park Drive  
Hoover, LA 35244

Eastridge I LLC  
120 Wisteria Drive  
Pass Christian, MS 39571

Beatline Road Mini-Storage LLC  
PO Box 28  
Long Beach, MS 39560

Miss State Board of Mental Health  
1101 Robert F Lee Bldg  
Jackson, MS 39201

Miss State Board of Mental Health  
1170 West Railroad Street  
Long Beach, MS 39560



MINUTES OF MARCH 28, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission, who being by me first duly sworn, deposes and says on oath as follows, to wit:

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission,
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in the Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and for the City of Long Beach;
3. That on March 4, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to seven (7) property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of, Tax Parcel 0512F-01-024.000, notifying them that a Public Hearing, will be held, March 28, 2024, to consider an application for a Variance.

Given under my hand this the 4th day of March 2024.

*Stacey Dahl*  
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 4th day of March 2024.

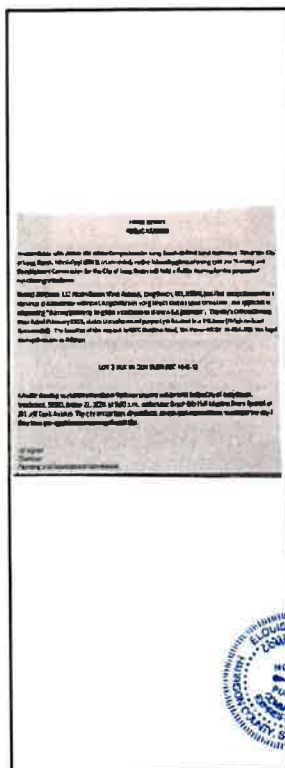
*Kini Gonsoulin*  
NOTARY PUBLIC

-My Commission Expires-



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice and Public Hearing, as evidence by the Publisher's Proof of Publication as follows:

Proof of Publication



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

Vol. XX No. 10 dated 5 day of March, 2024  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*Hunter Dawkins*  
Publisher

Sworn to and subscribed before me this 2 day of March, A.D. 2024.  
*Albanes*  
Notary Public



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Commission Chairman Olaivar asked if there was anyone to speak in favor or opposition of this request and the following came forward:

- Steve McNally, 20073 Commission Road, spoke in opposition of the request stating he has read the definition of a variance and this request does not apply. A Zone Change request would be considered spot zoning and that is not allowed in the City. Mr. McNally then stated that he wishes someone from the City would not have accepted the application and wasted everyone's time.

<b>PUBLIC COMMENTS IN OPPOSITION OF</b>	
SUBJECT MATTER: <u>Variance</u> ADDRESS: <u>4024 Bealme Road</u> Tax Parcel #: <u>03127-01-C24-000</u> APPLICANT(S): <u>Ronald Jefferson</u>	
PLEASE PRINT NAME / ADDRESS / PHONE	COMMENT
1	<i>Steve McNally</i> <i>Deny variance only for height of yard + open spaces</i>
2	
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4	
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8	
9	
10	

City of Long Beach  
Planning and Development Commission - Public Hearing  
Date: March 28, 2024

Page \_\_\_ of \_\_\_

Commissioner DiLorenzo made motion, seconded by Commissioner Suthoff and unanimously carried recommending to close the public hearing.

After review and discussion, Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to recommend denying the application as submitted.

\*\*\*\*\*

Be it remembered that a regular meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 28<sup>th</sup> of March 2024, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said meeting.

There were present and in attendance on said Commission and at the public hearing the following named persons: Commission Chairman Frank Olaivar,

**MINUTES OF MARCH 28, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Commissioners Nicholas Brown, William Suthoff, David DiLorenzo and Ryan McMahon, City Advisor Bill Hessel, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Vice Chairman Shawn Barlow, Commissioners Trey Gaddy, Jennifer Glenn and Marcia Kruse.

There being a quorum present and sufficient to transact the business of this meeting, the following proceedings were had and done.

\*\*\*\*\*

Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to approve the regular meeting minutes of March 14, 2024, as submitted.

\*\*\*\*\*

It came for discussion under Unfinished Business, a Short-Term Rental for the property located at 605 South Nicholson Avenue, Tax Parcel 0612A-01-072.000, submitted by Bobby Wayne Mooney (owner) and Darryl Mitchell (property manager), as follows:

**MINUTES OF MARCH 28, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CITY OF LONG BEACH, MISSISSIPPI											
APPLICATION FOR SHORT-TERM RENTAL											
<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE:</b> (228) 863-1554 <b>FAX:</b> (228) 863-1558	<b>MAILING ADDRESS:</b> POST OFFICE BOX 929 LONG BEACH, MS 39560									
<b>PROPERTY INFORMATION:</b>											
ADDRESS: <u>605 S Nicholson Ave Long Beach</u>		Tax Parcel # <u>0612A-01-012.000</u>									
<small>(Location of Short-Term Rental)</small>											
<b>OWNER'S INFORMATION:</b>											
Property Owner's Name: <u>Bobbin Wayne Mooney</u>											
Property Owner's Address: <u>60 Wayne Lane Collins, MS 39428</u>											
Property Owner's Mailing Address, if different from above: _____											
Property Owner's Phone No: <u>(601) 577-8581</u>	City _____ State _____ Zip _____	Email Address: <u>ycgebmaney@yahoo.com</u>									
Is there a homeowner's association for the neighborhood? _____ If so, please provide written statement of support of short term rental?											
<b>PROPERTY MANAGER INFORMATION:</b>											
Property Manager's Name: <u>Barry Mitchell</u>											
Property Manager's Address: (Must be a local contact) <u>217 Clark Ave, Boss Christian, MS</u>											
Property Manager's Phone No. <u>(228) 214-5271</u>	City _____ State _____ Zip _____	Email Address: <u>sharondavry1@hotmail.com</u>									
<b>PLEASE PROVIDE THE FOLLOWING:</b>											
<ul style="list-style-type: none"> <li>• Mississippi Sales Tax ID # _____</li> <li>• Recorded Warranty Deed <input checked="" type="checkbox"/></li> <li>• Parking Rules &amp; Plan <input checked="" type="checkbox"/></li> <li>• Trash Management Plan <input checked="" type="checkbox"/></li> <li>• Copy of Proposed Rental Agreement <input checked="" type="checkbox"/></li> <li>• Proof of Liability Insurance, which includes short term rental coverage</li> </ul>											
<b>ADDITIONAL INFORMATION:</b>											
<ul style="list-style-type: none"> <li>• Completed written statement of compliance.</li> <li>• FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• LICENSE: A Privilege Tax License must be applied and paid for after approval.</li> <li>• INCOMPLETE APPLICATIONS will not be processed.</li> </ul>											
<b>AFFIDAVIT</b>											
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
PRINT NAME: <u>Bobbin Wayne Mooney</u>	SIGNATURE: <u>Bobbin Wayne Mooney</u>	DATE: <u>3/14/24</u>									
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <u>8</u>								
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.											
Building Official Signature: _____		Date: _____									
Fire Inspector Signature: _____		Date: _____									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Date Received: <u>3/14/24</u></td> <td>_____</td> </tr> <tr> <td>Agenda Date: <u>3/14/24</u></td> <td>_____</td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> <td>_____</td> </tr> <tr> <td>Payment Method: <u>581</u></td> <td>_____</td> </tr> </table>				Date Received: <u>3/14/24</u>	_____	Agenda Date: <u>3/14/24</u>	_____	Amount Due/Paid: <u>250.00</u>	_____	Payment Method: <u>581</u>	_____
Date Received: <u>3/14/24</u>	_____										
Agenda Date: <u>3/14/24</u>	_____										
Amount Due/Paid: <u>250.00</u>	_____										
Payment Method: <u>581</u>	_____										

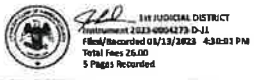
MINUTES OF MARCH 28, 2024  
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Bobby W. Mooney owner of the property located at  
605 S. Nicholson Ave Lib, Tax Parcel 0612A-01-072-000  
affirm that I am in compliance with building codes, deed restrictions  
and/or covenants, and have paid all applicable taxes, fees and other  
charges. I acknowledge that a violation of the ordinances of the City of  
Long Beach shall result in the suspension or revocation of the permit.

Bobby W. Mooney  
signature  
3/28/24  
date

SCANNED



Prepared By:  
RICHARD J. SMITH (Bar #7590)  
MILLER & SMITH  
1922 23rd Avenue  
Gulfport, MS 39501  
(228) 864-2515

Return To:  
MILLER & SMITH  
1922 23rd Avenue  
Gulfport, MS 39501  
(228) 864-2515

INDEX IN: Part of Lot 1, Blk 28, ORIGINAL LONG BEACH, 1st Jud. Dist., Harrison  
County, MS

GRANTOR(S) NAME(S): ROBERT D. HUNT II  
ADDRESS: 6082 Espy Avenue, Long Beach, MS 39560  
PHONE NO.: (228) 334-4417

GRANTEE(S) NAME(S): BOBBY WAYNE MOONEY  
ADDRESS: 60 Wayne Lane, Collins, MS 39428  
PHONE NO.: (601) 517-6581

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**WARRANTY DEED**

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS  
(\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and

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sufficiency of all of which is hereby acknowledged, I, **ROBERT D. HUNT II**, Grantor, do  
hereby sell, convey and warrant unto **BOBBY WAYNE MOONEY**, Grantee, the following  
described property, together with any and all improvements thereon, situated and being located in  
the First Judicial District of Harrison County, Mississippi, and being further described as  
follows:

See attached EXHIBIT A.

Said property being the same property conveyed by Holt Rentals, LLC, Eddie J. Holt, and  
Margaret G. Holt to Robert D. Hunt II in a Warranty Deed dated January 16, 2023, filed for  
record January 19, 2023, and recorded as Instrument 2023-1006-D-11 of the records in the Office  
of the Chancery Clerk for the First Judicial District of Harrison County, Mississippi.

THE ABOVE DESCRIBED PROPERTY is not part of the homestead of the Grantor  
herein.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO any and all reservations,  
restrictions, easements, restrictive covenants, rights-of-way, or oil, gas and mineral reservations,  
conveyances and leases of record.

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AD VALOREM TAXES FOR THE CURRENT YEAR have been prorated as of this date  
on an estimated basis and are hereby assumed by the Grantee(s) herein.  
WITNESS MY/OUR SIGNATURE(S), this 17<sup>th</sup> day of March, 2023

*Robert D. Hunt II*  
ROBERT D. HUNT II

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the  
aforesaid jurisdiction, the within named, ROBERT D. HUNT II, who acknowledged that he  
signed and delivered the above and foregoing Warranty Deed on the day and year therein  
mentioned.

GIVEN UNDER MY HAND and official seal of office, this 18<sup>th</sup> day of March, 2023

My Commission Expires:



Short Term Rental Application

Mississippi Sales Tax ID #- Evolve

Recorded Warranty Deed-copy attached

Parking Rules & Plan-There is parking for 4 vehicles; 2 vehicles under the house and 2 vehicles in the driveway.

Trash Management Plan-Trash pickup will be provided by the City of Long Beach. Trash cans have been provided by Waste Management.

Rental Agreement-copy attached

Proof of Liability Insurance-copy attached



Rental Agreement

Please click [here](#) to view the Rental Agreement for bookings made after 12/6/20.

Please click [here](#) to view the Rental Agreement for bookings made before 12/18/19.

Welcome and thank you for booking your vacation rental through Evolve Vacation Rental Network.

Please be sure to read this rental agreement (the "Agreement"), as well as our Terms & Conditions, Privacy Policy, and Inclusion and Community Behavior Policy. The vacation rental property you have selected (the "Vacation Rental") may have additional rules, policies, terms and conditions that apply to your stay, which are found in the description section(s) of the Vacation Rental listing. If you are booking your Vacation Rental through a website other than the Evolve site, your reservation may also be subject to that website's terms and conditions.

By clicking "Book Now" you are acknowledging and agreeing to each of the above-described terms and conditions, as well as the following for the selected property:

- 1. **BOOKING TRANSACTION.** This Agreement is between Evolve Vacation Rental Network, Inc. ("Evolve"), acting on behalf of and for the benefit of the owner of the Vacation Rental (your "Host"), and the individual completing this booking transaction for the Vacation Rental ("you" or "Guest"). **If you are renting a property located in the State of Nevada, "Evolve" refers to our licensed property management affiliate Realty Corner, Inc. d/b/a Evolve Nevada (Nevada Broker # B.143842).** Evolve provides marketing and other limited support services for the Host; however, your Host is responsible for on-the-ground service, including, but not limited to, the condition of the Vacation Rental and access to the Vacation Rental. You agree that you will be

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present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring each individual in your party or otherwise present at the Vacation Rental is aware of and in compliance with the terms identified in this Agreement.

2. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "amount to be charged now" line. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation may be non-refundable.
3. **HOUSE RULES & POLICIES.** – The Vacation Rental may have specific rules and policies regarding large groups, parties, pets, smoking/vaping, quiet hours, parking, pool and/or hot tub usage, and other local, HOA, or property regulations. These rules are detailed in the description section of the Vacation Rental listing, in an Exhibit A attached hereto, and/or as otherwise delivered to you, and are incorporated into this Agreement. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. All stated house rules are established by the Host and Evolve is not authorized to make exceptions to these rules. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.
4. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your "Guest Contact"). Check-in and check-out times will be communicated to you at least 10 days prior to your arrival, unless otherwise set forth in the description of the Vacation Rental. Please confirm your

<https://evolve.com/rental-agreement-2020>

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expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, you grant Evolve the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Evolve, the Host or the Guest Contact may initiate any and all proceedings necessary to remove you or any member of your group or your belongings from the Vacation Rental.

5. **DAMAGE.** In lieu of a security deposit Evolve charges a mandatory fee for third-party accidental rental damage waiver. This fee and the related terms, conditions, and waiver amounts are set forth on the Vacation Rental detail webpage and the checkout webpage and are incorporated into this Agreement. Any damage to the Vacation Rental must be reported to Evolve and the Guest Contact before check-out. You agree damage not covered by, or exceeding the waiver limit of, the accidental rental damage waiver is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant Evolve the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
6. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay and it is later discovered that you should have selected such option(s), you grant Evolve the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.
7. **MAXIMUM OCCUPANCY.** The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by your Guest Contact or Host, occupancy over the

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indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental and forfeiture of all amounts paid. Maximum occupancy is established by the Host and Evolve is not authorized to make exceptions to these terms.

8. **CONDITION OF THE PROPERTY.** Your Host cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the rental listing, Evolve may, in its sole discretion, offer an appeasement; provided, however, that in no event will such an appeasement exceed the amount you paid for the reservation. You hereby acknowledge that if the Vacation Rental has access to shared amenities, the repair and maintenance of such shared amenities may not be within Evolve's or the Host's responsibility or control.
9. **HOST ACCESS.** You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.
10. **CLEANLINESS.** You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. Even in cases where a cleaning fee is charged, you are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures.
11. **CANCELLATIONS BY EVOLVE & SUBSTITUTION OF PROPERTY.** In the event that Evolve or your Host cancels your booking, you will be notified as quickly as possible. In such cases, Evolve may provide the option to substitute a comparable property selected by Evolve or refund 100% of any amounts paid to Evolve. If you accept the substitute property, all rules, policies, terms and conditions specified in the description section for the substituted property

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shall apply, even if they differ from your original reservation.

12. **FORCE MAJEURE.** In the event your stay at the Vacation Rental becomes impossible for any reason outside Evolve's control, including natural disasters, fire, evacuation orders, or other acts of government agencies, Evolve may choose to cancel your booking and issue a partial or full refund or booking credit of the amounts paid to Evolve. For purposes of clarification, no refund or credit is due (or will be made) to you for inclement weather unless Evolve initiates the cancellation. You and your invitees must comply with any mandatory evacuation order.
13. **INDEMNIFICATION & HOLD HARMLESS; ASSUMPTION OF RISK.** You agree to indemnify and hold harmless your Host and Evolve, for any liabilities, damage, cost or expense whatsoever arising from or related to any claim in connection with your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, fines, penalties, loss of personal belongings, or theft of property, which is made, incurred, or sustained by you and/or anyone using the Vacation Rental during your stay. You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of third-party transportation vendors, the pool/hot tub, activities participated in while on the premises, or amenities provided at the property, as applicable.
14. **ATTORNEY'S FEES & COSTS.** If Evolve or your Host employs the services of an attorney or attorneys to enforce any conditions of this Agreement, you shall be liable to Evolve or your Host, as applicable, for reasonable attorney's fees and costs incurred.
15. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
16. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that

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this is a short-term vacation rental and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. You shall not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.

17. **MEDIATION & ARBITRATION.** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to try first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. If the dispute is not settled by mediation, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in Colorado administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If the parties agree, the mediator involved in the parties' mediation can serve as the arbitrator. Any award of the arbitrator against Evolve cannot exceed the total amount paid for the Guest's booking at issue. You expressly waive all claims in excess of, and agree that your recovery shall not exceed, this amount. Any such award shall be in satisfaction of all claims by you against Evolve or the Host. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.
18. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVOLVE, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF EVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS

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FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

19. **CLASS ACTION & JURY TRIAL WAIVER.** ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.
20. **JURISDICTION & VENUE.** This Agreement is made in, and shall be governed solely by the laws of, the State of Colorado without regard to conflict of laws principles. If for any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Denver, Colorado, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.
21. **GENERAL TERMS.** If any section, clause, paragraph, or term of the Rental Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors, and assignees. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.


**EXHIBIT A – ADDITIONAL HOUSE RULES**



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		<b>EVIDENCE OF PROPERTY INSURANCE</b>		DATE (MM/DD/YYYY) <b>02/20/2024</b>
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
AGENCY PHONE (No., Ext): <b>Pyron Coastal Insurance 2409 14th St. Gulfport, MS 39501</b>		COMPANY <b>Evanston</b>		
FAX (No.): E-MAIL ADDRESS: CODE: AGENCY CUSTOMER ID #: INSURED <b>Bobby &amp; Vicki Mooney</b>		LOAN NUMBER <b>211953263</b>		POLICY NUMBER <b>211953263</b>
		EFFECTIVE DATE <b>02/20/24</b>	EXPIRATION DATE <b>02/20/25</b>	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				
<b>PROPERTY INFORMATION</b>				
LOCATION/DESCRIPTION <b>605 S Nicholson Ave. Long Beach, MS 39560</b>				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
<b>COVERAGE INFORMATION</b>				
COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE		
<b>Dwelling Limit (This policy includes replacement cost)</b>	<b>\$330,000</b>	<b>\$2,500</b>		
<b>Premises Liability</b>	<b>\$500,000</b>			
<b>REMARKS (Including Special Conditions)</b>				
This insurance policy is covering the insured for the short term rental exposure ✓				
<b>CANCELLATION</b>				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
<b>ADDITIONAL INTEREST</b>				
NAME AND ADDRESS		<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED	
		<input type="checkbox"/> LOSS PAYEE		
		LOAN #		
		AUTHORIZED REPRESENTATIVE <i>Spencer Mitchener</i>		

ACORD 27 (2008/07)

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After discussion, Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

It came for consideration under New Business a tree removal for property located at 15 Oakmont Place, Tax Parcel 0611N-01-046.017, submitted by William F. Taylor, as follows:

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CITY OF LONG BEACH, MISSISSIPPI  
201 Jeff Davis Avenue  
P.O. Box 929  
Long Beach, MS 39560  
(228) 863-1554  
(228) 863-1558 fax  
**APPLICATION FOR TREE PERMIT**

OFFICE USE ONLY  
Date Received 3/18/24  
Zoning R-1  
Agenda Date 3/28/24  
Check Number CC

(Initial on the line that you've read each)

TR Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

TR Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crowned.

TR Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 3/18/24

**PROPERTY INFORMATION**

TAX PARCEL # 0611N-D1-046D17

Address of Property Involved: 15 OAKMONT PLACE

Property owner name: WILLIAM F. TAYLOR

Are you the legal owner of the above property?  Yes  No  If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: 15 OAKMONT PLACE, LONG BEACH, MS 39560

Phone No. (254) 498-9473

**CONTRACTOR OR APPLICANT INFORMATION**

Company Name: TREE TECH LLC

Phone No. 228-493-8524 Fax: N/A

Name ERIK FRANK

Address DIAMONAHEND, MS

**PERMIT INFORMATION**

Permit for: Removal  Trimming  Pruning

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.: SEE TREE PERMIT  
(use separate sheet if needed)

ATTACHMENTS SENT VIA EMAIL

Number of Trees:

1 Live Oak  Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

[Signature] 3/18/24  
Signature Date

**ADDITIONAL INFORMATION REQUIRED FROM APPLICANT**

(Initial on the line that you've read each)  
(SEE EMAIL ATTACHMENT)

TR TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

TR PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

TR OWNERSHIP: Please provide a recorded warranty deed.

TR PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

TR REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

TR MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld. (WILL NOT BE THERE)

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APPLICATION FOR TREE REMOVAL  
(Additional Information Sheet)

15 Oakmont Place  
Long Beach, MS 39560

PERMIT INFORMATION

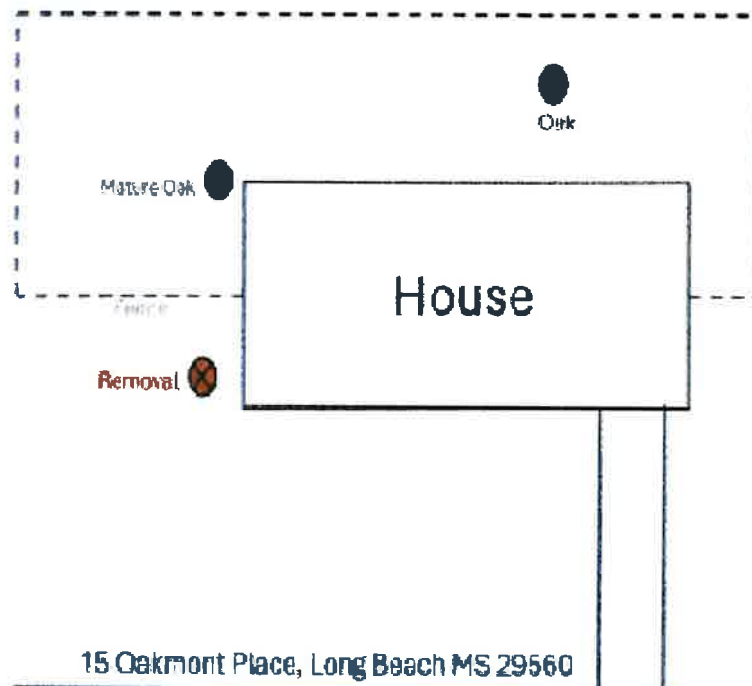
The primary reason this permit is being filed is that the tree in question poses a hazard to my house. The insurance company has recommended that the three large trees on the property, and a fourth tree on the neighbor's property, all of which either overhang or touch my roof, need to be cut back or removed. It is the opinion of the arborist that the tree on the diagram identified for removal be removed. Since I am not an arborist or a tree expert, I refer all inquiries to Erik Frank from Tree Tech (228)498-8324. Mr. Frank is also the arborist that will be trimming the trees and removing the tree in question, contingent upon approval by the Long Beach City Council.

As the property owner, I will reiterate my lack of expertise where tree management is concerned. However, growing anything other than indigenous weeds in my backyard is not sustainable. The canopy created by the trees over my side yard and backyard do not allow enough sunlight in to cultivate any grass I am familiar with. My backyard is nothing more than sand, sparsely populated with indigenous weeds. It is my intention to cultivate some sort of ground cover other than sand in the future. Removing this tree, which also happens to pose a hazard to my home according to the arborist, would be a good start.

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

*Tree Site Plan*

1)



**MINUTES OF MARCH 28, 2024**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The requested diagram shows the three trees on my property. Since trimming does not require approval, the diagram does not include the tree that belongs to my neighbor, that overhangs my garage. Mr. Frank asked me to relay the tree that needs to be removed is approximately 18 inches. One of your employees at the permit office identified the tree as an Oak tree. I am not an expert and do not have the necessary tools to provide accurate girth measurements for the two trees in the backyard. Also, I would not know the difference between two Oak sub-species, or even if the third tree is an Oak Tree. I do know the second tree located very close to the house on the East side is a very old tree, and several of my neighbors have identified it as a very old Oak tree. I have no immediate plans to do anything other than trim the trees in the backyard, to hopefully thin out the canopy and comply with the needs of my insurance company.

2) The tree identified as needing removal does have damage dating as far back as Katrina, according to the arborist. Again, I am not an expert and I refer you to Mr. Frank for a complete explanation about the long-term effect of the damage.

3) To the best of my knowledge, none of the trees on my property pose any hazard to an improved surface or utility lines.

4) I have not lived at the residence long enough to propose changes to the grade in my yard. However, I have noted areas of standing water, and a small canal that runs about 18 inches behind my back fence that has been neglected.

*Replanting*

It is my intention to replace any tree removed with one or more smaller trees. At my previous property I planted a total of 8 trees, two decorative trees and six fruit bearing trees. I also planted 12 Holly bushes. I have seen many of my neighbors planting sego palms. I am leaning towards an Oklahoma Redbud tree, and a Paw Paw fruit tree since they are known to grow in the shadow of larger trees with some degree of success.

**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

*Photos*



Prepared by:  
**David B. Pilger**  
Attorney at Law  
1400 Bienville Blvd., Suite 101  
Ocean Springs, MS 39554  
(228) 215-0011

Grantor:  
**Cindy L. Amann**  
211 Saint Paul Avenue  
Pascagoula, MS 39571  
(767) 480-3130

Return To:  
**David B. Pilger**  
Attorney at Law  
1400 Bienville Blvd., Suite 101  
Ocean Springs, MS 39554  
(228) 215-0011

Grantee:  
**William F. Taylor**  
15 Oakmont Place  
Long Beach, MS 39560  
(254) 460-9475

File No. B234734S

**INDEXING INSTRUCTIONS.** Lot Fifteen (15), Oakmont Estates S/D, 1<sup>st</sup> JD, Harrison County, MS

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**WARRANTY DEED**

FOR AND IN CONSIDERATION OF the price and sum of FIFTY AND NO/100 DOLLARS (\$50.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Cindy L. Amann**, an unmarried woman, do hereby sell, convey and warrant unto **William F. Taylor**, all of that certain tract, piece or parcel of land situated in First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to wit:

**Lot Fifteen (15), Oakmont Estates Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 38, at Page 38.**

This being the same property as that conveyed in Cindy L. Amann, by Warranty Deed recorded in Instrument No. 2018 4684 D.J.I. Land Deed Records of the First Judicial District of Harrison County, Mississippi

**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor(s) quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by proponent.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis and when said taxes are actually determined, if the prorating as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual prorating.

WITNESS MY SIGNATURE, on this the 13<sup>th</sup> day of November, 2023.

Cindy L. Amann  
Cindy L. Amann

**ACKNOWLEDGMENT**

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Cindy L. Amann, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 13<sup>th</sup> day of November, 2023.

(AFFIX SEAL)



[Signature]  
NOTARY PUBLIC

My commission expires:

DEED ACCEPTED BY  
[Signature]  
William F. Taylor

**MEMORANDUM**

Date: 3/21/2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 15 Oakmont Place

We do prefer trimming over growth back as a first course of action, however we have no objections to the removal. There are other live oaks on the property.

Karen Epperson-Price

Victor L. Chapman

After lengthy discussion between Commissioner Suthoff and the applicant, and upon a City of Long Beach Tree Board Member's recommendation in accordance with the City of Long Beach Tree Ordinance, Commissioner Suthoff made motion, seconded by Commissioner McMahan and unanimously carried recommending the application as submitted.

\*\*\*\*\*

MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for consideration under New Business a Tree Removal Request for the property located at 528 East Railroad Street, Tax Parcel 0611P-01-046.017, submitted by Rebecca Dickensauge, as follows:



CITY OF LONG BEACH, MISSISSIPPI  
201 Jeff Davis Avenue  
P.O. Box 929  
Long Beach, MS 39560  
(228) 863-1554  
(228) 863-1558 Fax  
**APPLICATION FOR TREE PERMIT**

OFFICE USE ONLY  
Date Received 3/18/24  
Zoning C-2  
Agenda Date 3/28/24  
Check Number CC

(Initial on the line that you've read each)

RD Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

RD Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crowned.

Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 3/18/24

**PROPERTY INFORMATION**

TAX PARCEL # 528 E. Railroad Street

Address of Property Involved: 0611P-03-040.01

Property owner name: Rebecca Dickensauge

Are you the legal owner of the above property? Yes  No  If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: 528 E. Railroad Street

Phone No. (228) 326-3232

**CONTRACTOR OR APPLICANT INFORMATION**

Company Name: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**PERMIT INFORMATION**

Permit for: Removal  Trimming  Pruning

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.:  
(use separate sheet if needed)

Damaging home with roots and limbs tearing up roof

Number of Trees:

Live Oak \_\_\_\_\_ Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein-described work.

Rebecca Dickensauge 3/18/24  
Signature Date

**ADDITIONAL INFORMATION REQUIRED FROM APPLICANT**

(Initial on the line that you've read each)

RD TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are diseased or damaged, 3) designate which are endangering any roadway, pavement, or utility line. 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

RD PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

RD OWNERSHIP: Please provide a recorded warranty deed.

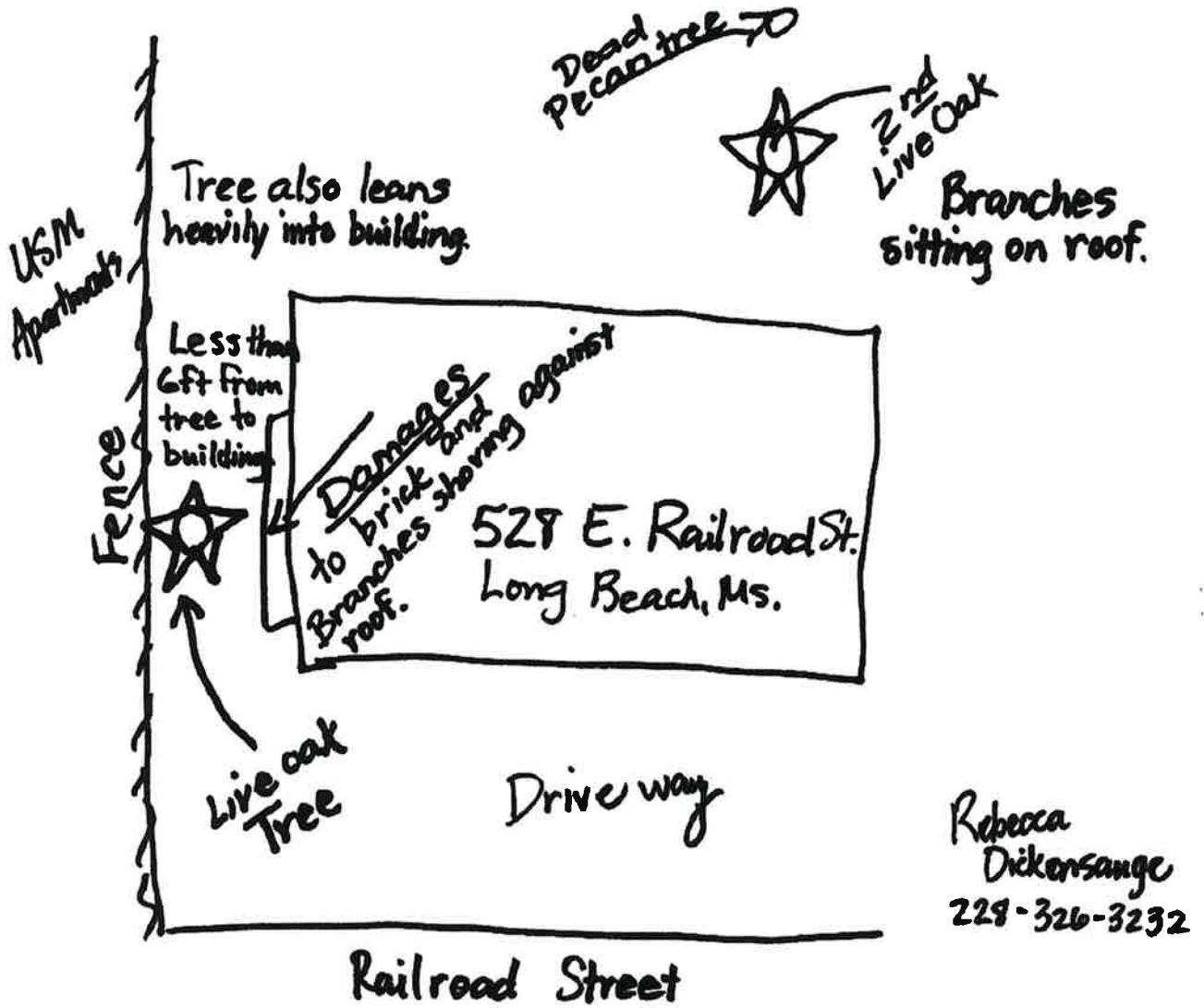
RD PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

RD REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

RD MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.



MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



STATE OF MISSISSIPPI      BOOK 1454 PAGE 85  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**QUIT CLAIM DEED**

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, ROBERT H. KOON, as Grantor, do hereby sell, convey, and quit claim unto REBECCA R. KOON, as Grantee, the following described property situated in Harrison County, Mississippi, to-wit:

See attached legal description as Exhibit "A"

All Valorem taxes for the current year are prepaid and assumed by the Grantee

This conveyance is subject to all recorded protective covenants, easements, and prior oil, gas or mineral reservations.

Witness my signature on this the 28 day of April, 1999

*[Signature]*  
ROBERT H. KOON

STATE OF Mississippi      BOOK 1454 PAGE 86  
COUNTY OF Harrison

PERSONALLY came and appeared before me the undersigned authority in and for the county and state aforesaid, the within named ROBERT H. KOON, who acknowledged that he signed and delivered the above and foregoing Quit Claim Deed on the day and year therein set out.

WITNESS my hand and official seal of office on this the 28 day of April, 1999

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:  
By Commission Expires Feb. 1, 2022

GRANTOR:  
Robert H. Koon  
Address: 133 N. Seashore Ave  
Long Beach, MS 39560  
Phone No. 601 566 7525

GRANTEE:  
Rebecca R. Koon  
Address: 528 E. Railroad St.  
Long Beach, MS 39560  
Phone No. 601 566 7525

Prepared By and Return To:  
LARRY & GORE, P.A.  
1201 25TH AVENUE 2ND FLOOR  
FUSST OFFICE BOX 160  
GULFPORT, MISSISSIPPI 39501  
(601) 863-2617

MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1454 PAGE 87  
LEGAL DESCRIPTION

A parcel of land in the Widow N. Ladner Claim, Township 8 South, Range 12 West, City of Long Beach, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the Northerly Right of Way line of East Railroad Street and the Westerly Right of Way of Valentine Drive, thence S69°20'53"W 277.96 feet where an iron rod is found, being the Point of Beginning; thence S69°20'53"W 127.04 feet to an iron rod at the Southwest corner; thence N 28°W 150.0 feet to an iron rod at the Northwest corner; thence N69°20'53"E 75.0 feet to an iron rod; thence N28°W 20.0 feet to an iron rod; thence N69°20'53"E 62.18 feet to an iron rod at the Northeast corner; thence S24°35'18"E 169.0 feet to the Point of Beginning, containing 0.50 acre, more or less.

EXHIBIT "A"

BOOK 1454 PAGE 88

INDEXING INSTRUCTIONS

INDEX AS:

A parcel of land located in the Widow N. Ladner Claim, Township 8 South, Range 12 West, City of Long Beach, Harrison County, Mississippi, and being more particularly described as follows:

PREPARED BY AND RETURN TO:

LAIRD & GOFF, P.A.  
1201 25TH AVENUE 2ND FLOOR  
POST OFFICE BOX 160  
GULFPORT, MISSISSIPPI 39502  
Telephone (228) 863-2613

GRANTOR:

Robert H. Koon  
153 N. Seashore Avenue  
Long Beach, MS 39560  
Phone No. (228) 868-7515

GRANTEE:

Rebecca R. Koon  
528 E. Railroad Street  
Long Beach, MS 39561  
Phone No. (228) 868-7525

Laird & Goff, P.A.  
Post Office Box 160  
Gulfport, Mississippi 39502  
(Remember to stamp back of document.)

Instrument No 4110  
STATEMENT OF FEES  
Recording Fee \$8.00  
Revenue Agent's Fee \$1.00  
Total \$9.00  
Color  
TOTAL FEES COLLECTED \$9.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT  
I hereby certify that this instrument was received and read to me by me in the presence of 2 witnesses and 2 witnesses on the 28th day of March, A.D. 2024, at the City of Long Beach, Mississippi, in the Parish of St. Louis.  
Book 1454, Page 88-88  
Notary Public  
[Signature]

MEMORANDUM

Date: 3/21/2024  
To: City of Long Beach Planning Commission  
From: Long Beach Tree Board  
Re: Tree(s) Removal – 528 East Railroad Street

The Tree Board has no objection to this removal of this tree between the buildings.

Karen Epperson-Price  
Victor L. Chapman

**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, and upon a City of Long Beach Tree Board Member's recommendation in accordance with the city of Long Beach Tree Ordinance, Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

It came for consideration under New Business a Tree Removal Request for the property located at 1216 7<sup>th</sup> Street, Tax Parcel 0711M-02-011.000, submitted by Dennis Stephan, as follows:

MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH, MISSISSIPPI  
201 Jeff Davis Avenue  
P.O. Box 929  
Long Beach, MS 39560  
(228) 863-1554  
(228) 863-1538 fax  
**APPLICATION FOR TREE PERMIT**

OFFICE USE ONLY  
Date Received 3/20/24  
Zoning R-1  
Agenda Date 3/28/24  
Check Number CASH

(Initial on the line that you've read each)

JS Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

JS Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crown.

JS Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: March 19 2024

**PROPERTY INFORMATION**

TAX PARCEL # 0711M-02-011.000  
Address of Property Involved: 1216 7TH ST Long Beach  
Property owner name: Dennis Stephan  
Are you the legal owner of the above property? Yes  No  If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in, or to the property.  
Property owner address: 1216 7TH ST. Long Beach  
Phone No. (337) 853-3980

**CONTRACTOR OR APPLICANT INFORMATION**

Company Name: Bobcat Tree removal  
Phone No. 228-806-8063 Fax: \_\_\_\_\_  
Name JOEY  
Address 8468 County Farm Rd. Long beach MS

**PERMIT INFORMATION**

Permit for: Removal  Trimming \_\_\_\_\_ Pruning \_\_\_\_\_  
What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.: \_\_\_\_\_  
Restore a house, Tree is too close to porch and Brick Fireplace  
(use separate sheet if needed)

Number of Trees:  
1 Live Oak \_\_\_\_\_ Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Dennis P. Stephan Mar 19 2024  
Signature Date

**ADDITIONAL INFORMATION REQUIRED FROM APPLICANT**

(Initial on the line that you've read each)

JS TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

JS PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

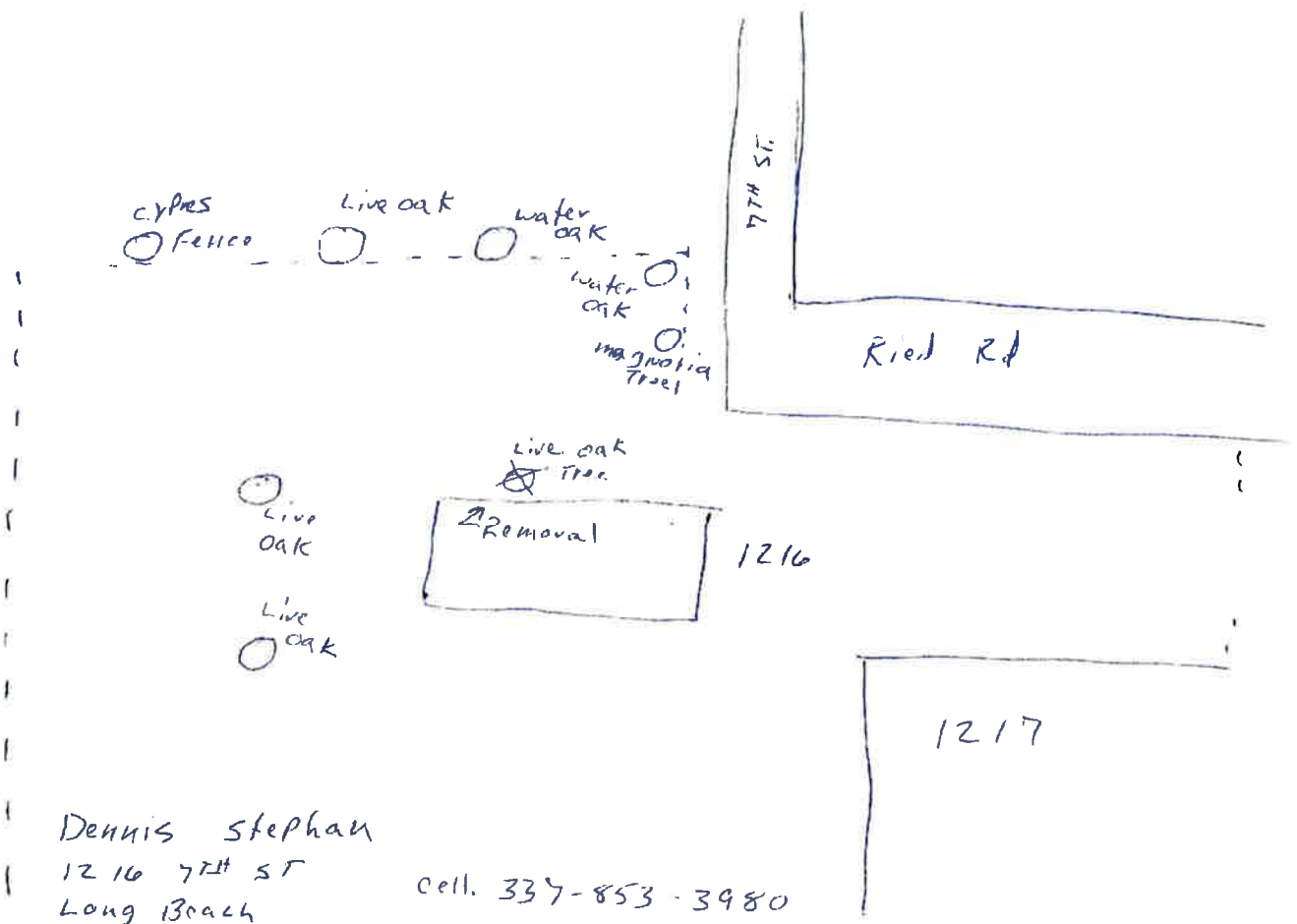
JS OWNERSHIP: Please provide a recorded warranty deed.

JS PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

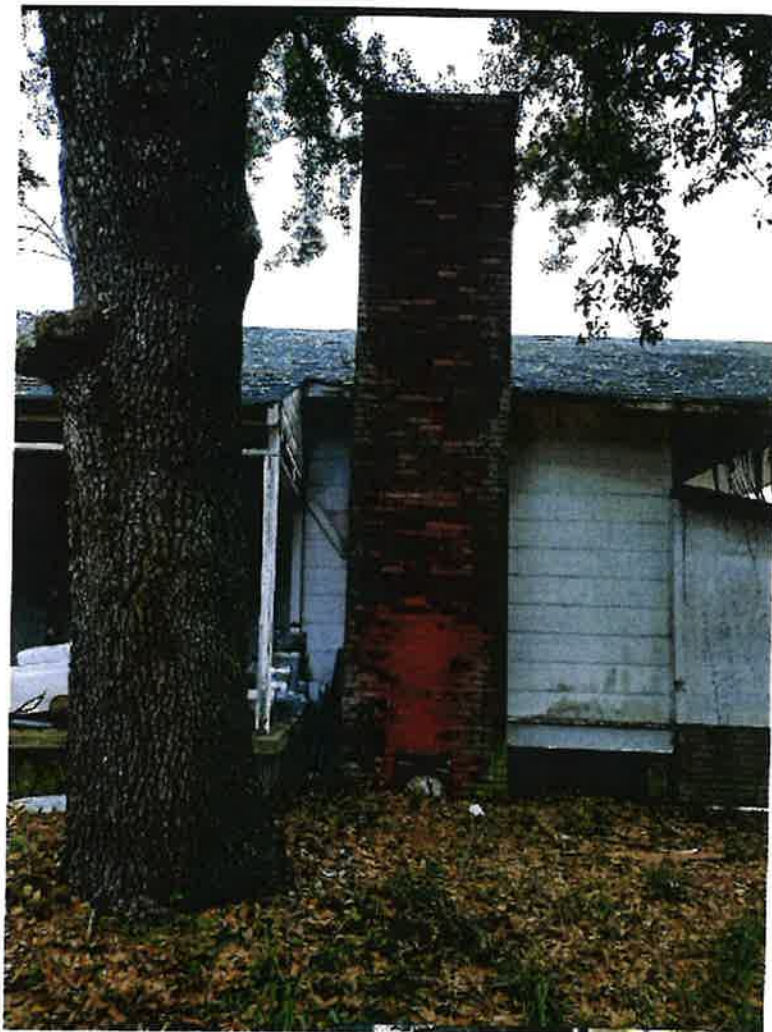
MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



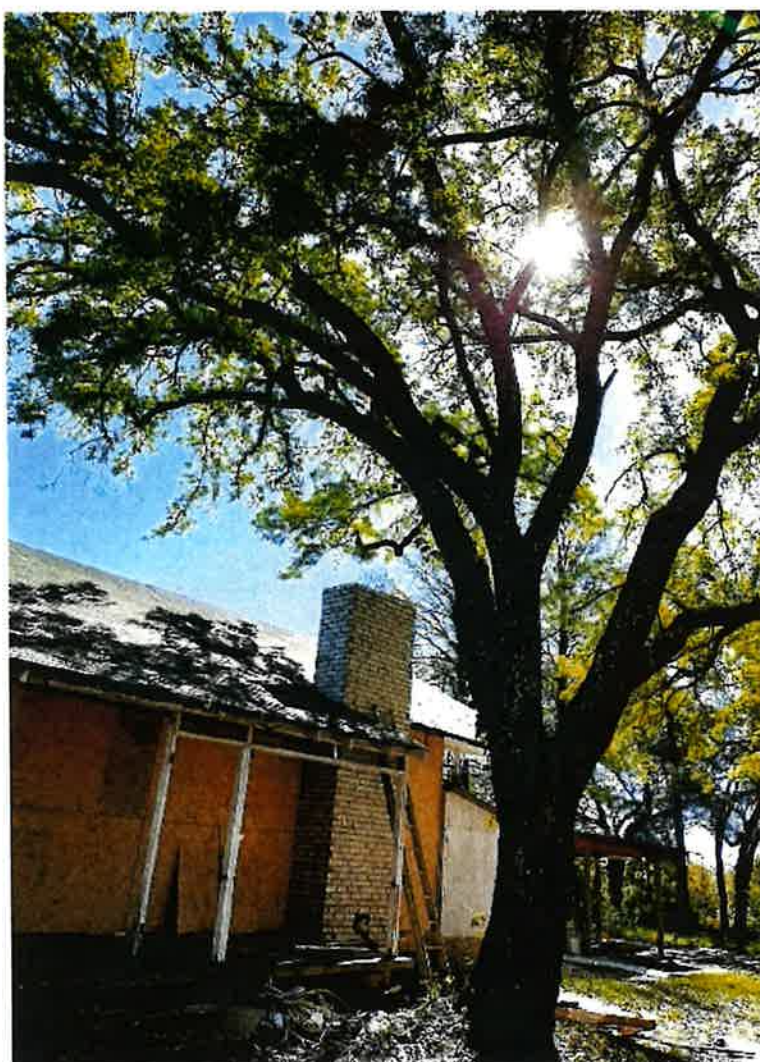
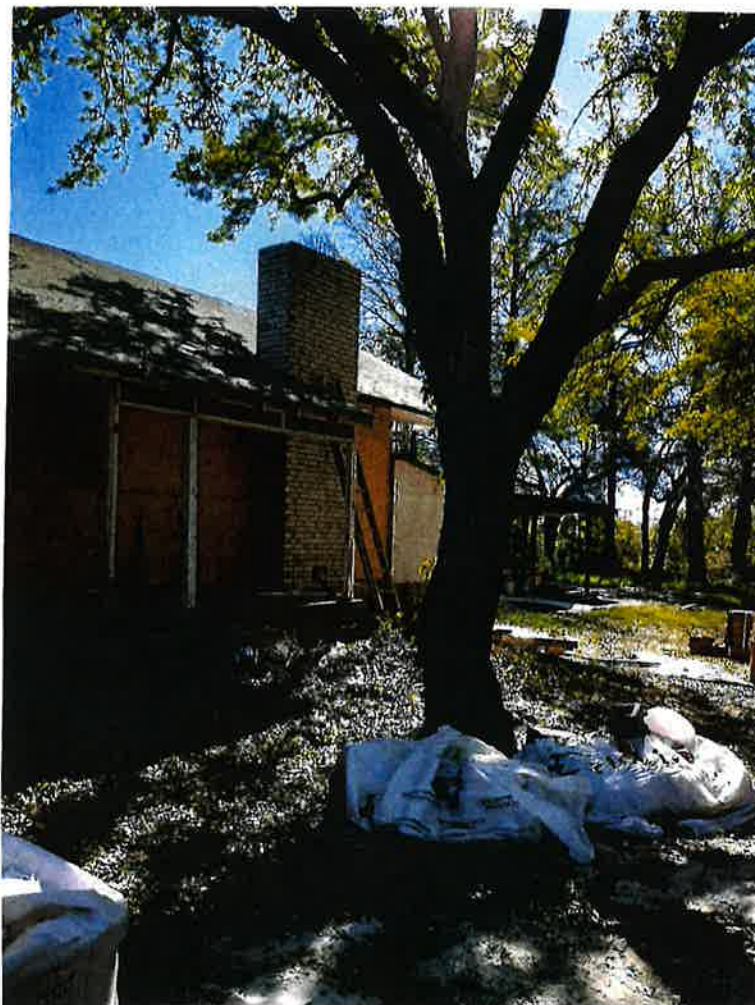
Dennis Stephan  
1216 77th St  
Long Beach

cell. 337-853-3980





**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Prepared by:  
GillespieSmith Law Firm, PLLC  
P. O. Box 850  
Gulfport, MS 39502  
(228) 864-4520

Return to:  
GillespieSmith Law Firm, PLLC  
P. O. Box 850  
Gulfport, MS 39502  
(228) 864-4520

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**DEED OF TRUST**

**GRANTOR:**

**DENNIS P. STEPHAN  
1217 7<sup>th</sup> STREET  
LONG BEACH, MS 39560  
(228) 365-7562**

**GRANTEE:**

**WILLIAM J. KANE  
1217 7<sup>th</sup> STREET  
LONG BEACH, MS 39560  
(228)- 365-7562**

**INDEXING INSTRUCTIONS:**

**Index Parcel 1 in Old Plantation Addition Subdivision. Index Parcel 2  
and Parcel 3 in Lots 1 & 2, Gottschalk Survey, Section 7, Township  
8 South, Range 11 West, Harrison County, First Judicial District, MS**

Initials DS

Page 1 of 7

Kane/Stephan DT

**MINUTES OF MARCH 28, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

DEED OF TRUST

WHEREAS, DENNIS P. STEPHAN, hereinafter called the Grantor, is justly indebted unto WILLIAM J. KANE, hereafter called the Beneficiary, in the sum of Two Hundred Eight Thousand Eight Hundred Seventy-Four and 44/100's Dollars (\$208,874.44), evidenced by one promissory note dated of even date herewith, due and payable as follows:

Payable in 120 monthly installments of \$1921.93 each. The first installment of \$1921.93 is due and payable on September 1, 2014 and a like installment of \$1921.93 is due on the 1st day of each and every month thereafter until 120 such payments have been paid in full. The final payment shall be due on August 1, 2014.

WHEREAS, Grantors desire to secure the payment of said indebtedness of any renewals thereof, as the same falls due, and the faithful performance of all the other terms and conditions hereafter set forth:

NOW, THEREFORE, in consideration of the above, as well as Five Dollars (\$5.00) cash in hand paid, receipt of which is hereby acknowledged, Grantors do convey and warrant unto Virgil G. Gillespie, Post Office Box 850, Gulfport, Mississippi 39502, as Trustee, the following described property in the County of Harrison, First Judicial District, State of Mississippi, to-wit:

**Parcel 1:**

Lots 1 and 2 and the east 18 feet of Lot 3, Block 16, Old Plantation Addition Subdivision, as per map or plat thereof on file and of record in Copy Plat Book 2A, at Page 142, which can also be identified as Tax Parcel No. 0711M-02-027.000.

Initials           

Page 2 of 7

Kane/Stephan DT

**Parcel 2:**

The North 522 feet, more or less, of that portion of Lot Number 1 in the Gottschalk Survey lying North of the Louisville and Nashville Railroad and being in the private claim of Claud Ladner in Township 8 South, Range 11 West, in Harrison County, Long Beach, Mississippi, and being more particularly described as follows:

Beginning at a point which is 1050 feet north of the Louisville and Nashville Railroad and on the East line of Lot Number 1, in the Gottschalk Survey, and run thence North a distance of 505 feet, more or less to the South line of Old Pass Road, run thence Westerly along the South line of Old Pass Road a distance of 102 feet, more or less, to the East line of Reed Avenue, run thence South along the East line of Reed Avenue, a distance of 322 feet, more or less, to the property of Mandal, run thence East a distance of 96 feet, more or less, to the point of beginning. Being bounded on the North by Old Pass Road, on the East by the property now or formerly of Simmons Steel Erector Company, on the south by property of Bailey Properties, Inc., and on the West by Reed Avenue. Tax Parcel No. 0711M-02-028.000.

**Parcel 3:**

The northern 488 feet, more or less, of Lot 2 in the Gottschalk Survey lying north of the Louisville & Nashville Railroad in Section 7, Township 8 South, Range 11 West in Harrison County, Long Beach, Mississippi, and being more particularly described as follows:

Commencing at the northwest corner of Lot 20, Block 3 of Cottage by the Sea Extension, and thence run westerly along a line that would be a westerly extension of the north line of said Lot 20 a distance of 5 feet to the Point of Beginning. From said Point of Beginning, run thence northwesterly and parallel to the east line of Lot 2 of said Gottschalk Survey and along the center of a 10-foot alley lying to the west of Block 3 of said Cottage by the Sea Extension a distance of approximately 475 feet, more or less, to the south margin of Old Pass Road; thence run westerly along the south margin of Old Pass Road a distance of approximately 104 feet, more or less, to a point on the south margin of Old Pass Road which is the west line of Lot 2 of said Gottschalk Survey; thence run southeasterly and along the west line of said Lot 2 a distance of 488 feet, more or less, to a point, thence run easterly along a line which would be a westward extension of the north line of Lot 20, Block 3, Cottage by the Sea Extension a distance of 101.4 feet, more or less, to the Point of Beginning, being bounded on the north by Old Pass Road; on the west by property now or formerly of W. D. Simmons; on the east by property of BMH Properties; and on

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the south by property of Ronald J. Jefferson. Tax Parcel No. 0711M-02-011,000.

LESS AND EXCEPT the Life Estate of W D Simmons as to that part of Parcel 2 described above, which lies south of a line that is an easterly extension of the north line of 7<sup>th</sup> Street if the same were extended.

Upon the death of W D Simmons, this Deed of Trust shall apply to and be a lien upon all of Parcel 2.

This conveyance is made in trust however, to secure the payment of the above mentioned note or any renewals thereof at maturity or any future advancements not to exceed \$25,000.00; and, if this note is duly paid and all of the other terms, covenants, and conditions herein are duly and faithfully observed, then this Instrument shall be and become null and void.

In the event of the failure of the Grantor to pay said note, or any installment thereof, as the same falls due, or to pay the accrued interest thereon at the maturity dates, or to perform faithfully all the other terms, covenants and conditions hereof as hereinafter set out, then at the request of the Beneficiary herein the Trustee herein, or his successor, shall sell the above described land and all improvements thereon at public outcry to the highest and best bidder for cash, within legal hours on any secular day of the week, in front of the main front door (23rd Avenue) of the Courthouse of Harrison County at Gulfport, Mississippi, after having first given notice of said sale for the length of time and in the manner required by law. The proceeds of said sale shall be used first to pay all costs thereof including a reasonable Trustee's fee then to pay all amounts due under said note or any renewal, extension, modification or additional advance made thereon, together with interest and attorneys fees as therein provided, and likewise to pay any other sum, or sums, the Grantors may owe the Beneficiary pursuant to such note, and the remainder of such proceeds shall then be paid to the Grantors.

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In addition to the aforesaid indebtedness and any and all extensions or renewals of the same or any part thereof, this Instrument is intended to secure and does secure any and all debts, obligations, or liabilities, direct or contingent, of any Grantor herein, whether now existing or hereafter arising at any time before actual cancellation of this Instrument on the public records of Mortgages and Deeds of Trust, and whether the same be evidenced by note, open account, contract, assignment, endorsement, guaranty, pledge, or otherwise.

The Grantor, so long as the indebtedness secured hereby remains unpaid, further agree to pay all City, County, and State taxes and all other liens on said property before the same become delinquent and also covenant to maintain a fire and hazards insurance policy upon the improvements thereon in an adequate amount (the minimum amount shall be the original principal amount secured hereby) with an insurance company authorized to do business in the State of Mississippi, all such policies containing a loss payable clause in favor of the Beneficiary or as the interest of the Beneficiary may appear.

In the event the Grantor fails to pay all taxes or other liens on said land before the same become delinquent, or to maintain insurance on the improvements thereon as herein stipulated, then the Trustee herein shall, at the request of the Beneficiary, proceed to advertise for sale and sell the above described property in the event of default in said Contract or default of terms hereof.

If the Grantor does not pay the taxes on said land before the same become delinquent or does not maintain insurance on the improvements thereon the Beneficiary shall have the option to pay any delinquent taxes or insurance premiums to prevent the lapse of any insurance policy covering the improvements on said property but is not under any obligation to do so. Any disbursements by the Beneficiary to pay taxes or maintain insurance on said property shall become an indebtedness of the Grantor, payment of which is secured hereby and shall bear

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interest at the rate of Ten per cent (10%) per annum, and shall be due and payable Thirty (30) days after payment thereof by the Beneficiary. If the Grantor fails to repay at the maturity date thereof any sum or sums so expended for taxes or insurance the Trustee shall proceed to sell the property above described in the manner provided herein.

The Beneficiary herein shall have the right at pleasure to appoint in writing a Trustee or Trustees to succeed the Trustee named herein, and in like manner any successor of Trustees may be appointed and such substituted Trustee or Trustees shall be vested with all of the rights, power, and authority of the Trustee named herein.

If all or any part of the Property, or an interest therein, is sold or transferred by Grantors, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent, or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three (3) years or less not containing an option to purchase. Beneficiary may declare all the Indebtedness to be immediately due and payable. Beneficiary shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Beneficiary and Grantors' successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Beneficiary and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Grantors' successor in interest executing a written assumption agreement accepted in writing by Beneficiary, Beneficiary shall release Grantor from all obligations under the Deed of Trust and the Indebtedness.

In case of the sale of the said property hereunder, the said Beneficiary shall have the same right to purchase at said sale as if a stranger to this Instrument.

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All the right, powers, and privileges of the said Beneficiary shall vest in, inure to, and be possessed by the heirs, legal representatives, successors, or assigns, as the case may be, of the said Beneficiary.

Where used herein the term "Beneficiary" shall mean the beneficiary (or in the case of the security interest, the secured party) and any successors and/or assigns of the beneficiary, and where used herein "Grantor" shall mean the grantor (or, in the case of the security interest, the debtor) and any successors and/or assigns of the Grantor.

WITNESS THE SIGNATURES OF THE GRANTOR this, the 18<sup>th</sup> day of July 2014.

Dennis P. Stephan  
DENNIS P. STEPHAN

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 18<sup>th</sup> day of July, 2014, within my jurisdiction, the within named DENNIS P. STEPHAN who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein given.

GIVEN under my hand and official seal of office.

My Commission Expires: \_\_\_\_\_

Heather Melan  
NOTARY PUBLIC  
HEATHER MELAN  
Commission Expires Nov 4 2017  
(SEAL)  
HARRISON COUNTY

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**MEMORANDUM**

Date: 3/21/2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 1216 7<sup>th</sup> Street

The Tree Board has no objection to this removal as it leans into the home. There are other live oaks on the property.

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Karen Epperson-Price

Victor L. Chapman

After discussion, and upon a City of Long Beach Tree Board Member’s recommendation in accordance with the City of Long Beach Tree Ordinance, Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried recommending to approve the application as submitted.

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There being no further business to come before the Planning and Development Commission at this time, Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo and unanimously carried to adjourn the meeting until the next regular scheduled meeting held in due course.

APPROVED:

\_\_\_\_\_  
Commission Chairman, Frank Olaiivar

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tina M. Dahl, Minutes Clerk